

EXHIBIT “C”

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Deposit Account Agreement

IMPORTANT - PLEASE READ CAREFULLY AND RETAIN THIS DEPOSIT ACCOUNT AGREEMENT FOR YOUR RECORDS.

Rev. 04/2021

Table of Contents

- I. Deposit Agreement and Disclosures
 - A. Our Agreement
 - B. Account Basics
 - C. General Rules Governing Deposit Accounts
 - D. Using The Chime Visa Debit Card
 - E. Electronic Banking Services
- II. Electronic Funds Transfer Disclosure and Special Terms and Conditions
- III. Truth in Savings Disclosures
- IV. Mobile Check Deposit
- V. Fee Schedule
- VI. General Funds Availability
- VII. Use of Online or Mobile Services Terms

I. Deposit Agreement and Disclosures

Please read this carefully and retain it for future reference. This Bank Account Agreement (the “Agreement”) is revised periodically, so it may include changes from earlier versions.

This agreement outlines the Deposit Account Agreement (the “Agreement”) related to the demand deposit account (“Account,” “Spending Account,” or “Chime Account”) available from The Bancorp Bank, Wilmington, Delaware, member of the Federal Deposit Insurance Corporation (“FDIC”) (the “The Bancorp Bank,” the “Bank” or “Issuer”) on behalf of Chime Financial, Inc. (f.k.a. 1debit Inc.), the program partner responsible for managing the Chime Account (“Chime”). “We,” “our,” and “us” refer to the Bank, our

[Get Started](#)

Business Days

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later connect to a cellular device, you are expressly consenting to receiving communications-including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system-from us, Chime, our affiliates, Chime’s affiliates, our agents, and Chime’s agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

You may open the Spending Account at the Chime Website (the “Website”) by visiting chime.com or by using the Chime mobile banking application (the “Mobile App”). The Spending Account is not designed for business use, and we may close the Spending Account if we determine it is being used for business purposes. We reserve the right to refuse to process any transaction(s) that we believe may violate the terms of this Agreement.

By providing a written or electronic signature on a signature card or opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at chime.com, or by calling us at the number listed on the last page of this Agreement.

Our Agreement

1. Who is Eligible for the Spending Account

The Spending Account is available to citizens or legal permanent residents of the fifty (50) United States (“U.S.”) or the District of Columbia; who are at least 18 years of age with a valid Social Security number;

[Get Started](#)

must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements).

We may use information from third parties to help us determine if we should open your Spending Account.

2. Open an Account

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

3. The Spending Account

The Spending Account consists of the online transaction demand deposit account used to make payments and transfers to third parties online or through the use of a Chime Visa[®] Debit Card ("Card") that is automatically issued with the Account. The Chime Spending Account is a personal, checkless account. You may not issue paper checks with the Chime Spending Account unless you use Chime Checkbook. For more information about Chime Checkbook, see section E.1 below.

Members have the option to open a linked Chime Savings Account ("Chime Savings" or "Savings Account") which is an interest-bearing savings account. Separate terms and conditions apply to Chime Savings: see [chime.com](https://www.chime.com) for additional information.

4. Account Titling and Ownership

[Get Started](#)

owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

5. Death or Incapacitation

You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Spending Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions on your Spending Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Spending Account. We may require additional documentation to confirm any claims made on the Spending Account.

6. Power of Attorney

You may give another person authority to make transactions on your Spending Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation from the

[Get Started](#)

7. Our Relationship With You

This Agreement and the deposit relationship do not create a fiduciary relationship.

8. Privacy Policy

Our Privacy Policy/Notice(s) are available at chime.com/policies and are considered part of this Agreement.

Account Basics

1. Chime Spending Account Eligibility

The Spending Account is available to citizens and permanent residents of the fifty (50) United States ("U.S.") and the District of Columbia who are at least 18 years of age with a valid Social Security number. You must agree to accept electronic, rather than paper statements- this means; (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements).

We may use information from third parties to help us determine if we should open your Spending Account.

2. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you.

We may also ask to see a copy of your driver's license or other identifying documents.

3. The Spending Account

[Get Started](#)

the use of a Chime Visa[®] Debit Card ("Card") that is automatically issued with the Account. The Chime Spending Account is a personal, checkless account. You may not issue paper checks with the Chime Spending Account unless you use Chime Checkbook. For more information about Chime Checkbook, see section E.1 below.

Members have the option to open a linked Chime Savings Account ("Chime Savings" or "Savings Account") which is an interest-bearing savings account. Separate terms and conditions apply to Chime Savings: see chime.com for additional information.

4. Account Titling and Ownership

The Spending Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Spending Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

5. Death or Incapacitation

You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Spending Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions on your Spending Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Spending Account. We may require additional documentation to confirm any claims made on the Spending Account.

6. Power of Attorney

You may give another person authority to make transactions on your Spending Account by giving power of attorney to another individual. The account owner

[Get Started](#)

the “Agent.” We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent’s knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal’s death, or c) we receive written notification of the death or incapacity of the Agent.

7. Our Relationship With You

This Agreement and the deposit relationship do not create a fiduciary relationship.

8. Privacy Policy

Our Privacy Policy/Notice(s) are available at [chime.com](https://www.chime.com) and are considered part of this Agreement.

General Rules Governing Deposit Accounts

The Spending Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Spending Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Delaware except to the extent governed by federal law.


[Get Started](#)

Make deposits to your Spending Account using any of these methods:

Transaction Type	Frequency and/or Dollar Limits
Direct deposits or ACH Transfers initiated from an outside financial institution*	No limit to the number of times per calendar day No maximum dollar limit
Deposits using a external debit card (no gift cards or credit cards) from an outside financial institution*	3 times total for the lifetime of your Account Minimum of \$25.00; maximum of \$200.00 per calendar day***
Cash Loads** Available within two (2) hours after loading	3 per day \$1,000.00 per load; \$1,000.00 per day; \$10,000.00 per calendar month
ACH Transfers to the Spending Account using the Mobile App or Website	No limit to the number of times per day. \$1,000.00 per day, maximum of up to \$5,000.00 per calendar month***

[Get Started](#)

*DIRECT DEPOSITS OR CREDITS USING A DEBIT CARD FROM AN OUTSIDE FINANCIAL INSTITUTION: The recipient's name on any such deposits we receive must match the name of the Chime Accountholder. Any such deposits received in a name other than the name registered to the Spending Account will be returned to the originator. Deposits using an external debit card from an outside financial institution will be available within minutes of a successful transaction.

** THIRD PARTY MONEY TRANSFER services used to load funds to your Spending Account may impose their own fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash you may load to the Spending Account.

*** Certain members may be eligible for higher transfer limits based on Spending Account history, at our discretion. New Spending Accounts open less than thirty (30) days or Spending Accounts with a Chime Visa Debit Card that has not been activated will be limited to a single transfer.

We may increase these limits with notice to you. You can contact Member Services by calling 844-244-6363, emailing support@chime.com, or asking the Chime Chatbot within the Mobile App to learn what limits apply to you.

IMPORTANT: If your Spending Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Spending Account number to ensure that your direct deposit activity continues uninterrupted.

The above may be unavailable or delayed from time to time due to risk-based restrictions, scheduled maintenance, changes to our services, unforeseen circumstances, or outages. Chime will give you reasonable notice if your access to feature changes or is no longer available to you.

- No Cash, Paper Checks or Foreign Currency

[Get Started](#)

- Cash – We do not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address we have for you on file.
- Paper Checks – Personal checks, cashier's checks, and money orders may not be deposited by mail. All checks and money orders sent to us for deposit will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.
- Foreign Currency – We do not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check, will be sent back to the address we have for you on file.

- Funds Availability

Please refer to Section IV labeled "MOBILE CHECK DEPOSIT" 6. "Limits and Funds Availability" and Section VI labeled, "GENERAL FUNDS AVAILABILITY" for additional information.

- Preauthorized Transfers

Your Spending Account number and bank routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits to your Spending Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section II, labeled "*Electronic Funds Transfer Disclosure and Special Terms and Conditions*".

NOTE: The recipient's name on any direct deposit(s) we receive must match the name of the Chime Accountholder. Any direct deposits received in a name other than the name registered to the Spending Account will be returned to the originator.

[Get Started](#)

Spending Account number to ensure that the ACH Debit activity continues uninterrupted.

- **Problems That Could Occur with Deposits**

Overpayments and Reversals. If funds are deposited or transferred into your Spending Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your Spending Account without prior notice to you. If there are not enough funds in your Spending Account at that time, your Spending Account could become overdrawn. See the “*No Overdrafts*” and “*Right to Set Off*” sections below for more information about what could occur if your Spending Account has a negative balance.

- **No Overdrafts**

You are not permitted to overdraw your Spending Account, unless you are eligible for and enrolled in SpotMe. If the available balance in your Spending Account is not sufficient to cover any payment or withdrawal you have authorized, we can refuse to process the payment or withdrawal. If your Spending Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Spending Account has a negative balance for an extended period of time and you have another account with us, we reserve the right to exercise our right to set off. See the “Right to Set Off” section below for details. If your Spending Account has a negative balance for ninety (90) calendar days or more it will be closed. Chime and / or the Bank reserve the right to close your Chime Account and any other Chime-branded Account(s) you have opened if you overdraw your Spending Account in violation of these terms or the Terms and Conditions of SpotMe (see below).

SpotMe

For Chime members who are eligible for and enrolled in SpotMe, we will approve debit card purchases that result in a negative balance on your Chime Spending Account up to a specified amount. To be eligible, you must (at a minimum):

1. be 18 years of age or older;

[Get Started](#)

Account over the preceding 31-day period;

4. have an Apple iOS or Android smartphone with a data plan; and
5. meet any other requirement which Chime may impose pursuant to the Chime SpotMe Terms & Conditions, available [here](#).

- Right to Set Off

If your Spending Account balance becomes and remains negative for fifteen (15) days, we can use the funds in any of your accounts to repay the amount owed on the negative balance Spending Account. This means, we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right to set off. This provision shall not apply to negative balances to the extent they are caused by the authorized use of SpotMe.

- Legal Processes Affecting Accounts

If legal action such as a garnishment, levy or other state or federal investigation or legal process ("Legal Process") is brought against your Spending Account, we may refuse to permit (or may limit) withdrawals, transfers, closures, or refunds from your Spending Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, we have first claim to any and all funds in your Spending Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your Spending Account. We may charge these expenses to your Spending Account. You will indemnify us for any losses if we do this.

[Get Started](#)

with or without notice. Such reasons include, but are not limited to:

- If we, at any time, believe a member is using the Spending Account and/or associated Chime Visa® Debit Card for fraudulent or illegal purposes, or such member otherwise presents an undue risk to Chime and/or the Bank as determined in our sole discretion.
- Your use conflicts with any federal, state or local law, rule or regulation, including federal foreign asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations.
- We receive a court order or other Legal Request to suspend or close your account.
- Your non-fraudulent actions nonetheless violate any part of the Deposit Account Agreement.

If our monitoring of the Spending Account detects any such activity, the Account funds will be subject to a hold pending review of the activity by the Bank and/or Chime. The Bank and/or Chime may require you and other parties to the activity to produce documents and/or other materials evidencing the validity of the activity. Funds on deposit in any Account are subject to hold at the Bank's discretion until the source of such funds and/or the activity is properly verified.

- **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on [chime.com](https://www.chime.com), and any such amendment shall be effective upon such posting to that Website. The current Agreement is available at [chime.com](https://www.chime.com). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Spending Account or this Agreement at any time.

[Get Started](#)

your obligations arising under this Agreement prior to termination.

If your Spending Account is cancelled, closed or terminated for any reason, you may be eligible to receive the unused balance, which will be returned to you via check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow fourteen (14) days for processing and mailing. Your check will be mailed to you to the address on file after it is processed. In the event the program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Spending Account balance, will be in the notice. We reserve the right to refuse to return any unused balance amount less than \$1.00.

- Account Dormancy and Escheatment

An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Spending Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your Spending Account to the applicable state. For a Spending Account with an international address, the funds will be transferred to the State of Delaware.

- Statements

Electronic statements are available to view and print at [chime.com](https://www.chime.com). Spending Account statements are considered to be correct. Carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. You also have a right to obtain a sixty (60) day history your Spending Account transactions by calling us at 1-844-244-6363, sending us an email at support@chime.com, or by writing to us at Chime Member Services, P.O. Box 417, San Francisco, CA 94104-0417. You will not automatically receive paper statements.

[Get Started](#)

Spending Accounts opened less than thirty (30) days or Spending Accounts with a Chime Visa Debit Card that has not been activated will be limited in functionality. You may not be eligible to use certain features such as Pay Friends, and Chime Checkbook until the Chime Visa Debit Card has been activated and the Spending Account has been open for at least thirty (30) days. In addition, certain transfer limits may be lower during this time as indicated in Section C, "1. Deposits to the Account", Section E, "1. Electronic Banking Services" and Section II, "ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS".

Using The Chime Visa Debit Card

You will receive a Chime Visa Debit Card ("the Card") with your Spending Account. You acknowledge and agree that the funds accessible through use of the Card are limited to the available funds in your Spending Account, unless you are eligible for and enrolled in SpotMe. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law.

1. Activate The Card

You must activate the Card before it can be used. You may activate it by calling 844-244-6636 or online at chime.com or through the Mobile App. You will need to provide personal information in order for us to verify your identity. Certain functionality outlined in this Agreement may be restricted prior to activating the Card, for details see Section C, "1. Deposits to the Account", Section E, "1. Electronic Banking Services" and Section II, "ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS"

2. Personal Identification Number

You will not receive a Personal Identification Number ("PIN") with the Card. However, you will be prompted to select a PIN when you activate it. See the

[Get Started](#)

your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled “Your Liability for Unauthorized Transfers.”

3. Authorized Card or Spending Account Users

You are responsible for all authorized transactions initiated and fees incurred by use of the Card or Spending Account. If you permit another person to have access to your Card, Card number(s), Spending Account number(s) or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Spending Account according to the terms and conditions of this Agreement.

4. Secondary Cardholder

You may not request an additional Card for another person

5. Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card provided with the Spending Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Spending Account is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

6. Cash Access and Transaction Limitations

With your PIN, you may use the Card to obtain cash from your Spending Account at any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as


[Get Started](#)

may use the Card at an ATM and withdraw funds at a participating bank (“Over The Counter” or “OTC” withdrawals). ATM and OTC cash withdrawals, funds withdrawn at a POS, and purchases are all subject to the \$2,500 maximum amount that can be spent on the Card per day.

Below are the itemized cash access and spending limits for your Spending Account at the time of account opening. Certain members may later be eligible for higher transaction limits at our discretion, based on Spending Account history. **We may change these limits with notice to you.** To find the current limits that apply to your account, you can: contact Member Services by calling 844-244-6363, email us at support@chime.com, or ask the Chime Chatbot within the Mobile App.

Transaction Type	Frequency and/or Dollar Limits*
ATM Withdrawal	No limit to the number of times per day Up to \$500.00 per day*
Cash Back at POS	No Limit to the number of times per day Up to \$500.00 per day*
Over The Counter “OTC” Withdrawals	No limit to the number of times per day Up to \$500.00 per day*
Card Purchases (Signature and PIN)	No limit to the number of times per day Up to \$2500.00 per day

[Get Started](#)

participating banks may impose their own fees and lower limits on cash withdrawals.

You may use the Card to purchase or lease goods or services everywhere Visa debit, Interlink or Maestro® Cards are accepted as long as you do not exceed the available balance of your Spending Account. Some merchants do not allow customers to conduct split transactions where the Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Spending Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$75.00 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

[Get Started](#)

you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with the Card. The Card cannot be redeemed for cash. You may not use the Card for any illegal online gambling or any other illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Spending Account by the amount of the transaction and any applicable fees. Unless you are eligible for and enrolled in SpotMe, and acting in accordance with the SpotMe Terms and Conditions, you are not allowed to exceed the available amount in the Spending Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Spending Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees, unless such transaction is caused by the authorized use of SpotMe. See these provisions in Section C for additional details if your Spending Account balance becomes negative: “6. No Overdrafts,” and “7. Right to Set Off.”

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to sixty (60) days

7. Non-Visa Debit Transactions

New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as a Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit, Interlink or as a Maestro transaction.

Merchants are responsible for and must provide you with a clear way of choosing how to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Interlink or Maestro network when making a transaction without a PIN, different terms may apply. Certain

[Get Started](#)

Maestro network. Please refer to the section labeled “**Your Liability for Unauthorized Transfers**” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at a point-of-sale, swipe the Card through the POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

8. Transactions Made In Foreign CurrenciesIf you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of your Spending Account will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

9. Receipts

You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

10. Card Replacement

If you need to replace the Card for any reason except at Card expiration, you can do so by calling 844-244-6363 or through the Mobile App to request a replacement card. You will be required to provide personal information which may include your Spending Account number, 16-digit Card number, full name, transaction history, copies of acceptable documentation, etc.

[Get Started](#)

The Card will expire no sooner than the date printed on the front of the Card. You will not be able to use the Card after the expiration date; however, a replacement Card will be automatically mailed to you prior to the expiration of the Card. If you need a Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "Card Replacement."

Electronic Banking Services

The following features (Chime Checkbook and Pay Friends) are available with your Spending Account after it has been open for 30 days or more, and/or your Chime Visa Debit Card has been activated.

1. Chime Checkbook

With your Spending Account, you will have access to the Chime Checkbook feature (the "Checkbook") through the Mobile App or Website which allows you to authorize us to make bill payments on your behalf to third parties. You will not have access to the Checkbook until your Spending Account has been open for a minimum of thirty (30)-day period that begins on the calendar day that your first successful deposit is made to your Spending Account and you have activated your Card.

To initiate a bill payment using the Checkbook, you must provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount will be immediately deducted from your Spending Account balance. Payments made using the Checkbook take the form of a paper check sent to the payee on your behalf using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the fifty (50) states of the U.S. Checkbook payments are processed daily by 8 AM MST. Checkbook payments initiated after this time will be processed by 8 AM MST the next business day. Chime reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, Chime will notify you on or before the next business day.

These are the limits when using Chime Checkbook:


[Get Started](#)

Chime Checkbook Payment

No limit to the number of payments per calendar day
Up to \$5,000.00 per payment, maximum of \$10,000.00 per calendar month

Checkbook payments may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the Checkbook payment is returned for any reason, the payment will be voided and the full amount credited to your Spending Account the next business day. If your Spending Account is closed when the Checkbook payment is returned to us, we will issue you a check and mail it to the address we have on file for you.

Uncashed Checkbook Payments: Uncashed Checkbook payments are voided after 180 days. Funds from voided checks will be credited to your Spending Account by 8 AM MST on the next available business day.

There is no fee to use the Checkbook.

CANCELLING A CHECKBOOK PAYMENT: You may cancel a single Checkbook payment as long as it has not been presented for payment by calling **1-844-244-6363**. Funds from any cancelled check will be credited to your Spending Account by 8 AM MST on the next available business day.

LIABILITY FOR FAILURE TO STOP PAYMENT OF A CHECKBOOK PAYMENT: If you request cancellation of a Checkbook payment within three (3) three business days or more before it is scheduled to be made, and Chime does not cancel it in time, Chime will be liable for your losses or damages.

2. Pay Friends Transfers

Subject to the terms of this Agreement, your Spending Account includes access to the Pay Friends Transfer Service (“Pay Friends”) via the Mobile

[Get Started](#)

Your access to Pay Friends is determined by Chime in its sole discretion based on the history of any Chime-branded accounts you have, your use of Pay Friends in the past, direct deposit history and direct deposit amounts and other risk-based factors. Chime may suspend or terminate your use of Pay Friends at any time and without prior notice to you. If you violate the terms of Pay Friends, such actions may be used as a basis to terminate your Spending Account.

By using the Pay Friends feature, you agree that you will not post, transmit, distribute, or disseminate through any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability or violates these terms and the Agreement; or (c); in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of Pay Friends, or which may expose Chime, the Bank, its affiliates or its customers to harm, reputational risk, or liability of any nature.

Using the Pay Friends Transfer Service

To send a Friend Transfer, login to the Mobile App or Website and select "Pay Friends." Next, to select a recipient you may either scroll through your contacts and tap on your selected recipient, or enter the intended recipient's name, email address, mobile phone number, or the recipient's Username (the "Username"). Finally, input the Friend Transfer dollar amount you would like to send and tap "Pay."

Friend Transfers are automatically debited from the sender's Spending Account. Friend Transfers will be monitored and may be held, delayed or blocked if, in Chime's sole

[Get Started](#)

You must make sure the recipient's email address, mobile phone number or Username is entered accurately to ensure the Friend Transfer is sent to the correct recipient. The obligation to pay the Friend Transfer will not be excused by an error in the information entered.

Username:

By using Pay Friends, you are representing that you are the owner of the mobile phone number or email address listed on your Spending Account. You consent to have the first and last name registered on your Spending Account associated with the Username; which will be visible to other Chime members who search for you by Username. This will assist the sending Chime member in verifying that you are the correct intended recipient of the Friend Transfer. You may change your Username at any time by going to your Settings and tapping Edit in the Personal Information Section.

Please note: The email address, mobile phone number or Username entered during the Friend Transfer will display in your transaction history and on your statement for your reference. Additionally, if a Username was used to facilitate the Friend Transfer, the first name and last initial of the receiving Chime member will display in your transaction history after the Friend Transfer has been processed. A reference field is also available to add a personalized message to the recipient. These messages will be visible in your online transaction history but will not be included on your monthly statement.

Requesting Funds through Pay Friends

You may request funds to be transferred to you through Pay Friends by designating the amount of funds requested and your selected sender. If the sender approves your request for funds, your request will become the sender's Friend Transfer and be processed as described below.

Please note: You may only request funds from other Chime members. Non-Chime members cannot send funds to you without signing up and being approved for a

[Get Started](#)

Recipients of Friend Transfers

You may initiate sending money to a Chime member or non-Chime member. Once you have selected and confirmed your recipient's email address or phone number, input the Friend Transfer dollar amount you would like to send and tap "Pay."

Friend Transfers between Chime Members

- The sender and recipient must have an active Chime Spending Account in order to receive a Friend Transfer(s).
- Friend Transfers will be applied to the Spending Account associated with the recipient's email address, mobile phone number, or Username entered by the sender.
- Approved Friends Transfers between Chime members are automatically debited from the sender's Spending Account and typically deposited to the recipient's Spending Account within seconds.

Prior to sending a Friend Transfer, the sender will be prompted to confirm the transaction. Once the Friend Transfer is sent, it cannot be canceled. It is the sender's responsibility to ensure the information is accurate prior to confirming the Friend Transfer request.

A Friend Transfer cannot be cancelled if sent to another Chime member once the transfer is complete.

Friend Transfers to Non-Chime Members

If your recipient is not a Chime member, then they will receive a Short Message Service ("SMS") notification or email, depending on what information you provided, indicating that you have sent them money. In order for the transaction to be completed, your Recipient must claim the money within fourteen (14) days.

The non-Chime member recipient may claim funds in one of two ways:

- The recipient may apply and be approved for a Chime Spending Account. The funds will be deposited into the recipient's Chime

[Get Started](#)

notification received in the above steps, and inputting all information required on Chime's webpage.

If the recipient does not claim the money within fourteen (14) days, the payment will be cancelled, and the Friend Transfer dollar amount will be returned to your Spending Account. You can cancel a Friend Transfer to a non-Chime member in the Mobile App within fourteen (14) days of initiating the transfer, as long as the non-Chime member has not already claimed the funds.

Fees: There are no fees associated with the use of the Pay Friends Transfer Service.

Mobile Carrier Information: By registering a mobile phone number on your Spending Account, you are certifying that you are the owner of the mobile phone account or have the account owner's permission to register the mobile phone number.

Message and data rates may apply to the use of the mobile device when using the Friend Transfer service via the Mobile App.

Friend Transfer Limits

Friend Transfers may be initiated at any time as long as the transfer request does not exceed the available balance in your Spending Account. Chime may refuse to process any transaction that exceeds any of the limits described below. If your Friend Transfer is denied because your Spending Account balance is not sufficient, you are responsible for making alternate payment arrangements with the intended recipient.

These are the limits associated with Friend Transfer(s):

Transaction Type	Frequency and/or Dollar Limits*
Friend Transfer(s)	Send up to a maximum of \$2,000.00 per calendar month
	Send up to a maximum of \$1,000.00 per calendar month to non-Chime members
	Receive up to a maximum of \$6,000.00 per calendar month

[Get Started](#)

All Friend Transfer limits are subject to temporary reductions to protect the security of member Spending Accounts and/or the Pay Friends Transfer Service.

Certain members may be eligible for higher transfer limits based on Spending Account history at our discretion.

We may change these limits with notice to you. You can contact Member Services by calling 844-244-6363, emailing support@chime.com, or asking the Chime Chatbot within the Mobile App to learn what limits apply to you.

Liability for Friend Transfers

You are liable for any Friend Transfer sent from your Spending Account except in the case where the Friend Transfer was unauthorized, or the Friend Transfer was not properly executed according to your instructions. This means you are liable for any transaction made using Pay Friends, even if you are unsatisfied with an exchange of goods or services.

If you receive a Friend Transfer and we later determine in our sole discretion that the Friend Transfer was invalid for any reason, (for example, the Friend Transfer was not authorized by the sender) you hereby authorize us to debit your Spending Account for the amount of the invalid Friend Transfer. In the event that a negative balance is created in your Spending Account as a result of debiting your Spending Account for the invalid Friend Transfer, you hereby authorize us to move funds from any optional Chime Savings Account you own in an amount equal to or less than the Friend Transfer.

If you believe your Spending Account has been compromised or that a Friend Transfer from your Spending Account was completed without your permission, please contact 1-844-244-6363 immediately. Please see Section II ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS below, where your liability for unauthorized transfers from the Spending Account is explained.


[Get Started](#)

. Electronic Funds Transfer Disclosure and Special Terms and Conditions

Your Spending Account number and bank routing number can be used for preauthorized direct debits (“ACH Debit(s)”) from merchants, Internet service or other utility service providers (“Merchants”) and for the purpose of initiating direct deposits (“ACH Credits”) to your Spending Account.

Note: Generally, the recipient’s name on any direct deposit(s) or ACH Credit(s) we receive must match the name on the Spending Account. Any direct deposits received in a name other than the name registered to the Spending Account will be returned to the originator. Chime may in its discretion permit certain government transfers so long as one recipient on the transfer matches the name on the Spending Account (e.g., tax returns for jointly filed returns).

Limits on ACH Debit Transactions

Cut-off Time – The cut-off time for scheduling ACH transfers is midnight Mountain Time. Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

ACH Debit Limits – The limitations to the amount of funds that can be transferred from your Spending Account per day are as follows:

Transaction Type	Frequency and/or Dollar Limits
ACH Debits	No limits to the number of times per day Limited to the available Spending Account balance
ACH Credits initiated from the Chime Mobile App or Website to another bank account you own*	No limit to the number of times per day Up to \$10,000.00 per day, maximum of up to \$25,000.00 per calendar month**

[Get Started](#)

*Acceptance of ACH Credits may vary by financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.

** This transaction type is not available for Spending Accounts with a Chime Visa Debit Card that has not been activated.

We may change these limits with notice to you. You can contact Member Services by calling 844-244-6363, emailing support@chime.com, or asking the Chime Chatbot within the Mobile App to learn what limits apply to you.

Electronic Funds Transfer Services

The following terms are used to describe Electronic Funds Transfer (“EFT”) services. “Automated credits” or “direct deposits” are deposits made to your Spending Account by electronic means. “Automated debits” and “automated payments” indicate payments authorized by you to be made from your Spending Account by electronic means. “Online Transfers” are the movement of funds between your Spending Account and optional Chime Savings Account by use of the Mobile App or the Website. Online Transfers are described in detail in the agreement governing the Chime Savings Account.

When you accept direct deposits or authorize automatic payments/debits or transfers to or from your Spending Account, you agree to these terms and conditions.

Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or Section II.

1. Types of Electronic Funds Transfers Available

- a. You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Spending Account.

[Get Started](#)

directly from your Spending Account subject to the established limitations on withdrawals and transfers.

- c. You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Spending Account and bank routing numbers, directly from your Spending Account subject to the established limitations on withdrawals and transfers.
- d. You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs, Over The Counter cash and, subject to availability, cash back at POS terminals.

2. Limitations on Transfers, Amounts and Frequency of Transactions

- a. You may make cash withdrawals and POS purchases, not to exceed the established limits for your Spending Account. See the sections labeled “Cash Access” and “Transaction Limitations” for details about the limits.
- b. If your Spending Account is closed, blocked or suspended for any reason, you will not be able to transact using your Card (including at an ATM).

3. Right to Receive Documentation of Electronic Funds Transfers

- a. Statements. You will have access to an electronic monthly statement that can be viewed on the Website.
- b. Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your Spending Account at least once every sixty (60) days from the same person or company, call **1-844-244-6363** to find out if the deposit has been made.

4. Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So

If you have told us in advance to make regular payment out of your Spending Account, you can stop any of these payments. Here's how:

To stop a recurring ACH transfer to a merchant you preauthorized to debit your Spending Account, please contact the merchant to request cancellation of the recurring payment.

[Get Started](#)

Services at 1-844-244-6363 or email support@chime.com to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e. one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant, you may be required to put your request in writing and email it to Chime Member Services at support@chime.com within fourteen (14) days after you call. If we ask you to put your request in writing, you will need to tell us; the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is required but is not received within fourteen (14) days, only the first payment you notified us of will be stopped, and future payments will not be stopped.

5. Notice of Varying Amounts

If these regular payments you make may vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set).

6. Liability for Failure to Stop Payment of Preauthorized Transfer

If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

7. Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card, PIN or Spending Account number has been stolen. Telephoning is the best way to minimize your possible losses. If your Card, PIN or Spending Account number has been lost or stolen, or that someone has transferred or may transfer money from your Spending Account without your permission, call 1-844-244-6363. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Spending Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This

[Get Started](#)

must notify us immediately of any unauthorized use. In the event that the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you may be liable for no more than \$50.00 if someone used your Spending Account without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, Spending Account number or PIN and we can prove that we could have stopped someone from using your Spending Account without your permission if you had promptly notified us, you may be liable for as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled **"Information About Your Right to Dispute Errors"**. If you do not notify us within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card, PIN or Spending Account number has been lost or stolen, we will close your Card and/or Chime Account to keep losses down and send you a replacement Card and/or Spending Account number.

If your Spending Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Chime Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

8. Our Liability for Failure To Complete Transactions

If we do not properly complete a transaction from your Spending Account or Card on time or in the correct amount according to our Agreement with you; we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

[Get Started](#)

- b. If a merchant refuses to accept your Card or Spending Account number;
- c. If an ATM where you are making a cash withdrawal does not have enough cash;
- d. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- e. If access to your Card or Spending Account has been blocked after you reported your Card or Spending Account number lost or stolen;
- f. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- g. If we have reason to believe the requested transaction is unauthorized;
- h. If circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- i. Any other exception stated in our Agreement with you.

9. Confidentiality

We may disclose information to third parties about your Spending Account, Card or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Spending Account or Card for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- As noted in the Chime Privacy Policy and Bank Consumer Privacy Notice(s); or
- As otherwise as necessary to fulfill our obligations under this agreement.

[Get Started](#)

In case of errors or questions about your electronic transactions, call 1-877-CHIME or

6363 or email us at claims@chime.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name, Spending Account number and/or 16-digit Card number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Spending Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Spending Account.

For errors involving new Spending Accounts; transactions with a merchant's POS terminal, whether in-person, online, by telephone, mail, or otherwise; or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Spending Accounts, we may take up to twenty (20) business days to credit your Spending Account for the amount you think is in error. For errors involving unauthorized preauthorized debits ("ACH"), we will ask you to complete and sign an "Affidavit of Unauthorized ACH" and return it to us to assist in our investigation.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be

[Get Started](#)

11. English Language Controls

Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

12. Member Services

For member service assistance or additional information regarding your Spending Account, please contact:

Chime

support@chime.com

P.O. Box 417

San Francisco, CA 94104-0417

(844) 244-6363

Member Service agents are available to answer your calls:

Monday through Saturday, 7 a.m. to 7 p.m. CST

Sunday, 9 a.m. to 6 p.m. CST (holidays excluded)

13. Telephone Monitoring/Recording

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our member service team or as required by applicable law.

14. No Warranty Regarding Goods or Services as Applicable

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Spending Account.

15. Arbitration

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to:

- i) this Agreement; ii) the Spending Account; iii) your acquisition of the Spending Account; iv) your use of the Spending Account; v) the amount of available funds in

[Get Started](#)

Spending Account; vii) the benefits and services related to the Spending Account; or viii) transactions made using the Spending Account, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual **arbitration** conducted by the American **Arbitration** Association (“AAA”) under its Consumer **Arbitration** Rules. This **arbitration** agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal **Arbitration** Act (9 U.S.C. 1-16).

We will pay the initial filing fee to commence **arbitration** and any **arbitration** hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the **arbitration** award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This **arbitration** provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Spending Account, or any amounts owed on your Spending Account, to any other person or entity; or iv) closing of the Spending Account. If any portion of this **arbitration**

[Get Started](#)

IF YOU DO NOT AGREE TO THE TERMS OF THIS **ARBITRATION** AGREEMENT, DO NOT ACTIVATE OR USE THE CARD OR SPENDING ACCOUNT. CALL **1-844-244-6363** TO CLOSE THE SPENDING ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

. Truth in Savings Disclosures

The Spending Account is not an interest-bearing account. No interest will be paid.

Minimum Balance Requirements – There is no initial deposit required to open a Spending Account. You may deposit any amount you wish when opening the Spending Account, however, the Spending Account will remain in a new account status until thirty (30) days after the Spending Account has received a posted deposit. See Section IV.13. labeled ***“Limits and Funds Availability”*** for additional details.

Transaction Limitations – Minimum and maximum withdrawal limitations apply. See the section labeled “Cash Access and Transaction Limitations” for full information regarding these limits.

Referral Bonus – You will receive a referral bonus of \$50.00 if you enroll for your Spending Account using: 1) a valid referral link from an existing Chime member, and 2) receive a payroll direct deposit of \$200 from your employer, payroll provider, or benefits payer by Automated Clearing House (ACH) deposit within forty-five (45) days of opening your Spending Account. Bank ACH transfer, Pay Friends transfers, verification or trial deposits from financial institutions, transfers from PayPal or Venmo, mobile check deposits, and cash loads or deposits do not qualify as a payroll direct deposit.

The bonus will be paid within two (2) business days after the qualifying funds are deposited into your Spending Account.

. Mobile Check Deposit

1. Description of Service and Consent

Mobile check deposit (“Mobile Deposit”) allows eligible members to make deposits to your Spending Account remotely by using the Mobile App to take a legible picture of the front and back of the negotiable check(s) and transmitting images of such instruments to

[Get Started](#)

Chime may in its discretion accept certain government checks jointly payable to you and another person (e.g., tax refunds for jointly filed returns), but only if endorsed by all payees. All checks must include a restrictive endorsement stating “For Mobile Deposit Only to Chime Spending Account # XXXXXXXX” or as otherwise instructed by Chime. If the Check Image is accepted for deposit, Chime will notify you electronically through the communication method(s) you have elected as preference (“Electronic Notice”). The Bank will then attempt to collect the item by presenting the image or converting the image into a digital representation of the original check (“Substitute Check”). Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. See the section captioned “Retention of Original Check” for retention requirements. The manner in which Substitute Checks are cleared, presented for payment and deposited will be determined by the Bank, in our sole discretion. Chime, acting as an agent of the Bank, may change, modify, add or remove functionality from Mobile Deposit at any time, with or without notice to you.

You may not use Mobile Deposit to make deposits to your Savings Account.

2. Mobile Deposit Eligibility; Termination of Spending Account Relationship

Chime acting as an agent of the Bank, will determine whether you are eligible for the Mobile Deposit feature at their discretion or at the request of the Bank. Your access to Mobile Deposit is determined by Chime in its sole discretion based on the history of any Chime-branded accounts you have, direct deposit history, and direct deposit amounts and other risk-based factors. Chime may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of Mobile Deposit, such actions may be used as a basis to terminate your Spending Account.

3. Mobile Deposit Technical Requirements

In order to use Mobile Deposit, you must have an Apple iOS or Android smartphone capable of installing and running the Chime Mobile App (see relevant app store details for specific hardware and OS requirements) that is additionally equipped with a camera capable of taking photos with at least a resolution of 1600 x 1200 pixels (“2 Megapixels”).

4. Maintenance

[Get Started](#)

any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

5. Fees

There is no fee for depositing a check via Mobile Deposit. In the event that a check you deposit using Mobile Deposit is returned by the bank upon which it was drawn (for any reason), there is also no fee. Please note that your mobile carrier may charge you for sending and receiving data to upload Check Images using the Mobile App. Please check your mobile service agreement for details on applicable fees.

6. Limits and Funds Availability

This section, and the availability of funds as described here, applies only to deposits made through Mobile Deposit through the Chime Mobile App. For availability of other deposits, see Section VI. GENERAL FUNDS AVAILABILITY.

Limits may be imposed on the dollar amount or number of deposits you make through Mobile Deposit, and we may change such limits at any time at our discretion. Chime may in its sole discretion allow certain Mobile Deposits to exceed these limits based on the institution on which the check is drawn and other risk-based factors. Any one-time or temporary increase in limits or allowed deposits does not guarantee future increases or exemptions.

Your Mobile Deposit funds are generally made available as described below. However, Chime may, in its sole discretion, delay availability of funds from these deposits based on a number of risk-based factors including, but not limited to, the institution on which a check is drawn, the history of any Chime-branded accounts you have, direct deposit history and direct deposit amounts, and/or spending activity.

Limits may be further varied based on the length of time the Spending Account is opened and Spending Account activity.*Check deposits made to a new Spending Account are subject to a longer hold during the first thirty (30) days beginning on the calendar day that a deposit has successfully posted to your Spending Account. For more information, see the section: "Special Rules for New Accounts."


[Get Started](#)

one-time or temporary increase in limits or allowed deposits does not guarantee future increases or exemptions.

Dollar Limits
<p>Maximum of \$2,000.00 per check</p> <p>Maximum of \$10,000.00 per month</p>
Funds Availability & Hold Times*
<p>For items with “Next-Day Availability” (see below) deposited in a single day, the first \$5,525.00 may be available the next business day after the deposit is processed.</p>
<p>For all other check types, the first \$225.00 deposited in a single day may be available the next business day after the deposit is processed.</p>
<p>*We will notify you at the time of your deposit if we will delay the availability of funds for any reason, and we will tell you when the funds will be available. In any case, unless your Mobile Deposit is rejected or subject to a “Longer Delay” (see Section 13, below), funds will be available no later than nine (9) business days after the deposit is processed.</p>

Business Days and Cutoff Time

Our Business Days are open Monday through Friday excluding federal holidays, even if we are open. Check Images received and accepted for processing prior to 5:00 PM ET on a business day that we are open are considered received as of that day. Otherwise, the Check Images will be considered received on the next business day.

Next-Day Availability

The first \$5,525.00 of the following checks may be available the next business day after the deposit is processed:

U.S. Treasury Checks

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for:

Other verified checks drawn on a bank in the United States, including:

- Personal and Business Checks
- State and Local Government Checks
- Federal Reserve Bank Checks
- Federal Home Loan Bank Checks
- Certified Checks

The amount above \$225.00 may be available at the same time. However, it may be subject to longer delays at Chime's sole discretion. If we delay the availability of funds in excess of \$225.00 for these deposits for any reason, we will notify you at the time of your deposit, and we will tell you when the funds will be available. In any case, the funds will be available no later than nine (9) business days after the deposit is processed.

Longer Delays

As indicated above, under certain circumstances, a longer hold period may apply before funds deposited by check are available. These circumstances are inclusive of but not exhaustive:

- Chime or the Bank believes a deposited check will not be paid.
- You deposit checks totaling more than \$5,525.00 in one (1) day.
- You redeposit a check that has been previously returned unpaid.
- Your Spending Account has had a negative balance anytime in the last six (6) months.
- Chime or the Bank experiences an emergency, such as fire, flood, failure of communication, computer or other equipment, a suspension of payments by another bank, government or regulatory action, or other exigent condition beyond Chime's or Bank's control.

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funds will be available no later than the ninth (9th) business day after the deposit is accepted for processing.

7. Prohibited Checks

We may decline to accept any Check Image you submit through Mobile Deposit at our sole discretion. You agree that you will not scan and attempt to deposit any of the following:

- Checks payable to any person or entity other than you (i.e., third party checks);
- Checks containing alterations, illegible items, fraudulent checks, or checks that you should have known or have reason to believe were fraudulent;
- Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
- Checks from financial institutions located outside of the United States; checks that are not payable in U.S. dollars;
- Checks that are more than six (6) months old (i.e. stale-dated);
- Checks that are post-dated, or payable on a date in the future;
- Substitute Checks (a digital reproduction of the front and back of an original check);
- Remotely created checks (a check created by a merchant with a buyer's checking account number on it, but without the buyer's original signature);
- Travelers checks and savings bonds;
- Non-negotiable instruments, such as promissory notes;
- Starter checks or counter checks (checks from a teller window).
- Cashier's Checks; or
- Money Orders, regardless of Issuer

8. Third-Party Checks

Third-party checks deposited through Mobile Deposit may be rejected. All Check Images submitted for deposit must be payable to you and not to a third-party. If a check made payable to a third party is deposited to your account before we detect it, we may,

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us. Neither Chime nor the Bank will be liable for any Bank checks that may become lost in the mail.

Both Chime and the Bank reserve the right to reject a Mobile Deposit if it is made payable to the Bank and contains no means to identify the Spending Account to which it should be credited.

9. Receipt of Check

Neither the Chime nor the Bank is responsible for Check Images not received or dropped during transmission. A Check Image will be deemed received only when Chime provides you with Electronic Notice confirming receipt of the Check Image. After receipt of your Check Image is confirmed, the Check Image will be subject to review before it is submitted for deposit and may still be rejected for any reason at the discretion of Chime and the Bank. An Electronic Notice confirmation is not a representation, warranty or other indication that the Check Image will be presented for deposit or will be honored by any collecting or paying bank. If Chime or the Bank rejects a Check Image received through the Mobile Deposit feature, you may contact the individual or company who issued the check, to request a new or reissued check be provided to you. If you do submit the original check for processing, Chime and the Bank reserves the right to refuse to process it and may instead require you to have the check reissued.

10. Retention of Original Check

Once the funds from the Check Image have been credited to your Spending Account, you must mark the original check as "VOID" and retain it for sixty (60) days. You may not present the original check or any Substitute Check created from the original check for payment at any other financial institution. During this sixty (60) day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check. You must make the original paper check available to Chime or the Bank for review at any time during this sixty (60) day period as necessary to facilitate the clearing and deposit process, to address third-party claims or for our own audit purposes. Should you fail to produce the original paper check, you authorize Chime

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sufficient funds. Immediately after this sixty (60) day period, you must destroy the original paper check.

11. Endorsements

You will endorse any check or other item submitted for deposit exactly as it was made payable to you. If you are submitting a government check made payable to you jointly with one or more person(s) (i.e., made out to “John Doe *and* Jane Doe”), it must be endorsed by all payees. You warrant that all endorsements on items deposited to your Spending Account are genuine. Any endorsement must be placed in the one-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped or handwritten information. If you fail to do this, you may be required to reimburse Chime for losses incurred. For any check deposited as a Check Image through Mobile Deposit, you must endorse the check by signing or stamping the back and including a restrictive endorsement of: “For deposit only to Spending Account #XXXXXXXXXX” or as otherwise instructed by Chime before you take a picture of the check. Checks lacking proper endorsement may not be accepted for deposit.

12. Chime Accountholder’s Warranties

You will comply with all applicable rules, laws and regulations. Each time you submit check images for deposit through Mobile Deposit, you also make all the warranties set forth in and subject to the terms of the Delaware Uniform Commercial Code (“UCC”) for the image as if it were an item subject to the terms of the UCC. You make the following warranties and representations with respect to each image of an original check you transmit to us using Mobile Deposit:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check (at the time it was transmitted), without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

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- You are using Mobile Deposit only for your own deposits and have not allowed the use of the service for the benefit of any third party.
- If you are depositing a check payable to you jointly, that each other payee has voluntarily and personally endorsed the original check and authorized you to deposit the funds into your Chime Account.
- Other than the digital image of an original check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
- You have possession of each original check deposited using Mobile Deposit.
- You have ensured that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- The information you provided for your Spending Account remains true and accurate; and, in the event any such information changes, you will immediately notify us of the change.
- You have communicated material information to us.
- Files and images transmitted to us contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Further, you agree that with respect to each image of an original check you transmit using Mobile Deposit:

- You will not deposit, re-present, negotiate, seek to negotiate or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- No party will submit the original check for payment.

. Fee Schedule

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where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, the balance of your Spending Account will be applied to the fee amount resulting in a zero balance on your Spending Account.

Fee Description	Fee Amount and Frequency
Cash Withdrawal Fee (applies to both ATM and Over The Counter “OTC” withdrawals) *	\$2.50 (per transaction). Transactions at MoneyPass® ATMs and Visa Plus Alliance ATMs are fee free.

*If you use an ATM outside the MoneyPass or Visa Plus Alliance networks for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Spending Account.

. General Funds Availability

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. All deposits into accounts opened through the Bank are processed at a Bank processing facility. This policy does not apply to checks deposited through the Mobile Deposit feature. For Mobile Deposit Funds availability, see section IV, “MOBILE CHECK DEPOSIT” 6. “Limits and Funds Availability”.

We make funds available according to the type of deposit and when the funds are applied, or credited to your Spending Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Spending Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, Checkbook transactions or transactions using your Card during the hold period. We have the right to refuse any deposit.

If final payment is not received on any item you have deposited into your Spending Account, or if any direct deposit, ACH transfer credit is returned to us for any reason, you agree to pay us the amount of the returned item.

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The length of the delay in the availability of funds varies depending on the type of deposit.

2. Business Days

The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Spending Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by midnight Mountain Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

3. Same Day Availability

Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Spending Account.

ACH Credits received from an external bank account will be applied to the Spending Account when we have verified the external account and received payment on collected funds. Once the funds are applied to the Spending Account, they will have same day availability.

4. Longer Availability

Electronic transfers depositing into the Spending Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request, but will post on the payment date of the deposit once the money has reached the Bank and/or Chime.

. Use of Online or Mobile Services Terms

Online & Mobile Terms of Use

LAST UPDATED: October 2019

Chime Online & Mobile Application Terms and Conditions.

Please read the following terms and conditions very carefully. If you do not agree with the following terms and conditions, do not download or install this software. By

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1. Use of the Chime Application

This agreement (“Terms”) is entered into between you and Chime Financial, Inc. (f.k.a 1debit, Inc.) (“Chime”), the program partner responsible for managing the Chime Spending Account. Subject to the provisions of these Terms, you are hereby granted the non-transferable right to use this software (“Chime Application”) solely for personal, non-commercial purposes.

You may not use the Chime Application in any manner that may impair, overburden, damage, disable or otherwise compromise (i) 1debit’s services; (ii) any other party’s use and enjoyment of 1debit’s services; or (iii) the services and products of any third parties including, without limitation, any device through which you access the Chime Application (the “Authorized Device”). You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the Chime Application, including, without limitation, any usage rules set forth in the online application store terms of service.

From time to time, 1debit may automatically check the version of Chime Application installed on the Authorized Device and, if applicable, provide updates for the Chime Application (“Updates”). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Chime Application. By installing the Chime Application, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the Chime Application and Updates will be governed by these Terms (as amended by any terms and conditions that may be provided with Updates).

1debit reserves the right to temporarily disable or permanently discontinue any and all functionality of the Chime Application at any time without notice and with no liability to you.

For the avoidance of doubt, agreement to these Terms is solely between 1debit and you. If you need to contact 1debit about the Chime Application, you may do so by

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As a condition of using the Chime Application, you acknowledge that additional agreements may be in place that govern your relationship with 1debit, including but not limited to the Chime-Bancorp Deposit Account Agreement, Chime Privacy Policy, the Chime User Agreement, the Bancorp and/or Stride Consumer Privacy Notice(s), and the Electronic Communication Agreement, each of which is hereby incorporated by reference. You acknowledge and agree that these agreements may be updated from time to time, without prior notice. Any such change(s) will be effective as soon as 1debit posts a revised version of the applicable agreement. In the event of an otherwise irreconcilable conflict between these Terms and other agreements, these Terms will govern, solely with regard to the conflicting provisions and solely to the extent of such conflict.

1debit may track and archive certain information regarding your use of the Chime Application ("Use Information"). Use Information may be stored and processed in the United States or any other country in which 1debit or its agents maintain facilities. By using the Chime Application, you consent to the collection of your Use Information and to any transfer of your Use Information outside of your country.

3. Proprietary Rights

You hereby acknowledge that 1debit owns all rights, titles and interest in and to the Chime Application and to any and all proprietary and confidential information contained therein ("Chime Information"). The Chime Application and Chime Information are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not (and will not allow any third party to) (i) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer or disassemble the Chime Application or otherwise attempt to derive source code from the Chime Application; (ii) copy, distribute, transfer, sell or license the Chime Application; (iii) transfer the Chime Application to, or use the

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the Chime Application; (v) use the Chime Application to access, copy, transfer, retransmit or transcode Content (as defined below) or any other content in violation of any law or third party rights; (vi) remove, obscure, or alter 1debit's (or any third party's) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Chime Application.

Content made available through the Chime Application ("Content") is protected by applicable intellectual property rights and is the property of 1debit, its third party licensors and partners (as applicable), and other entities that provide such content to 1debit. You may not (or enable others to) copy, distribute, display, modify, or otherwise use the Content except as it is provided to you through the Chime Application hereunder. 1debit and its licensors make no representations or warranties regarding the accuracy or completeness of the Content.

4. Export Restrictions

1debit does not represent that the Chime Application is appropriate or available for use in any geographical location. Any entity choosing to use the Chime Application is solely responsible for compliance with all applicable laws. The Chime Application is subject to U.S. export controls and may not be downloaded, exported or re-exported: (i) into (or to a national or resident of) Burma, Cuba, Iran, North Korea, Sudan, Syria, Libya, or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods; or (ii) to anyone on or acting on behalf of an entity on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List or Entities List or included in General Order 3 (15 C.F.R. Part 736, Supplement 1), which prohibits exports to Mayrow General Trading, affiliated entities and persons, and specified persons involved in the manufacture or sale of Improvised Explosive Devices (together referred to as "U.S. Prohibited Party Lists"). By downloading and/or using the Chime Application, you represent and warrant that you are not (a) located in or a national or resident of any country noted above

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5. Termination

You may terminate acceptance of these Terms at any time by permanently deleting the Chime Application in its entirety from the Authorized Device, whereupon (and without notice from 1debit) any rights granted to you herein will automatically terminate. If you fail to comply with any provision of these Terms, any rights granted to you herein will automatically terminate. In the event of such termination, you must immediately delete the Chime Application from the Authorized Device.

6. Indemnity

You agree to hold harmless and indemnify 1debit and its subsidiaries, affiliates, officers, agents, and employees (and their subsidiaries, affiliates, officers, agents, and employees) from and against any claim, suit or action arising from or in any way related to your use of the Chime Application or your violation of these Terms, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, 1debit will provide you with written notice of such claim, suit or action.

7. Entire Agreement; Revisions to Terms.

1debit may, from time to time, modify these Terms. Such modifications shall be effective as soon as the modified version of the "Chime Mobile Terms of Use" is posted in the online application store or any other authorized Chime Application distribution location. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of then-current version of the "Chime Mobile Terms of Use" in the online application store or any other authorized Chime Application distribution location. Your use of the Chime Application following such changes constitutes your acceptance of the revised version of the "Chime Mobile Terms of Use" in the online application store or any other authorized Chime Application distribution location.

This Agreement is effective 04/2021

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